

Project No: 8157
Project Name: Abel Street Midtown Improvements

RA7

-PRELIMINARY-

AMENDMENT TO AGREEMENT No. 9
FOR CONSULTATION AND OTHER SERVICES

This Amendment is entered into this 3rd January 2006 between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and JMH Weiss, Inc. (hereafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the parties entered into an Agreement for professional mapping, survey, and utility engineering design services for Abel Street as part of the improvement of Midtown on March 25, 2004; and

WHEREAS, the parties entered into an Agreement Amendment #2 to allow CONSULTANT to provide professional topographic and ALTA Survey services on the parcel proposed as the location of the New Senior Housing and Medical Center on June 28, 2004. The parcel is located along the west side of North Main Street, south of Weller Avenue, and behind the City owned DeVries house.

WHEREAS, the parties entered into an Agreement Amendment #3 to provide professional traffic consulting services for North Main Project area (New Library, Parking Structure, Proposed Senior Housing and Proposed Medical Office Building), Serra Way between Calaveras Blvd and South Main Street, Abel Street Development and KB Homes Development at Abel Street on June 28, 2004.

WHEREAS, the parties entered into an Agreement Amendment #4 to provide professional traffic consulting services for Abel Street at Serra Center and 330 South Abel Street on September 10, 2004.

WHEREAS, the parties entered into Agreement Amendment #5 to provide professional engineering services to design Opticom Interconnect Systems along Abel Street at Weller Lane, Serra Way, Corning Avenue and Curtis Avenue and to conduct turning movement counts at Abel Street and Junipero Drive; to provide boundary, topographic, and utility survey in Curtis Avenue and a video inspection of the sewer and storm within Abel Street; to provide construction drawings for sanitary sewer upgrades in Abel Street and Curtis Avenue; to provide utility undergrounding master plan; and to provide a landscape concept plan for portions of Abel Street on October 19, 2004.

WHEREAS, the parties entered into Agreement Amendment #6 to pothole certain utilities along Abel Street to identify their precise locations on March 23, 2005.

WHEREAS, the parties entered into Agreement Amendment #7 to provide professional engineering services to redesign the modification of existing

traffic signals at the signalized intersections along Abel Street at Weller Lane, Serra Way, Junipero Drive, Corning Avenue and Curtis Avenue; design the signal interconnect along Abel Street; provide foot-candle calculations for the five (5) signalized intersections; design the retaining wall to support the new sidewalk along Lower Penitencia Creek from Great Mall Parkway to the southern Elmwood Correctional Facility driveway; prepare PSUE documents for relocated traffic controller pads; revise street light circuit design; provide additional electrical services; coordination of SCVWD improvements; provide mapping and lot line adjustments for the Health Center and Senior Housing projects; attend project management meetings; and reimbursable for printing, reproductions, deliveries, and mileage on August 5, 2005.

WHEREAS, the parties entered into Agreement Amendment #8 to provide professional engineering services to perform Value Engineering and redesign the curb/gutter and root barrier on both sides of Abel Street from Weller Lane to Great Mall Parkway; perform Value Engineering, coordinate and revise the Joint Trench design on the west side of Abel Street from Weller Lane to Calaveras Blvd, immediately north of Corning Ave., and immediately south of Sylvia Ave; research existing utility easement and prepare PSUE documents for the under grounded overhead utilities at APN 022-08-033; attend design coordination meetings; and reimbursable for printing, reproductions, deliveries, and mileage.

WHEREAS, the parties now desire to amend the Agreement #9 to provide professional engineering services to update the previously approved photometric study; perform additional geotechnical services for work in the creek channel; prepare an exhibit for possible bus turnout on Curtis Ave; prepare various legal documents and exhibit associated with the senior housing project on Main St; prepare a transition striping exhibit for project phasing near the Corning Ave intersection with Abel St; attend design coordination meetings; and reimbursable for printing, reproductions, deliveries, and mileage.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. The first sentence in Subsection 1.1, entitled "Term of Services" is amended to read:
The term of this Agreement shall begin on the date first noted above and shall end on **May 30, 2006**.
2. Section 1, entitled "Services" is amended by adding Exhibit "**A-9**", which is attached hereto and incorporated by reference herein.
3. Section 2, entitled "Compensation" is amended to add Exhibit "**B-9**", which is attached hereto and incorporated by reference herein. Section 2 is further amended by adding the following to the end of the Section:
The compensation for the services set forth in Exhibits "**A-9**" is a "Cost Not To Exceed" amount. The total maximum amount of compensation to be paid for the tasks outlined in Exhibit "**B-9**" shall be **\$ 24,820.00**
4. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated **March 25, 2004**, between **JMH Weiss, Inc.** and the City of Milpitas. The Consultant shall provide the City with renewal certificates of the current policies upon the expiration of the current policy.

5. All other provisions of the Agreement shall remain in full force and effect.

This Amendment is executed as of the date written above.

APPROVED BY:

CITY OF MILPITAS

CONSULTANT

City Engineer as to Content

Kevin R. Weiss P.E, P.L.S.
President
JMH Weiss, Inc.

City Manager

City Attorney as to Form

ATTESTED BY:

City Clerk

EXHIBIT A-9

JMH Weiss, Inc. agrees to perform the items, as requested by the City as stated below.

Task 1 Perform Update to Photometrics Study

TEE (as sub-consultant to JMH Weiss, Inc.) and JMH Weiss will perform updates to photometric study and lighting calculations for switching the previously designed decorative light fixtures to standard cobra-head fixtures at the intersections.

Task 2 Perform Additional Geotechnical Services related to Pavement and Creek Bank Repair

Lowney Associates (as sub-consultant to JMH Weiss, Inc.) and JMH Weiss will perform additional initial review of civil plans and specifications, providing supplemental recommendations in the geotechnical report regarding the creek bank repair and pavement options where the final pavement grades were lowered. Work includes performing additional design team meetings, a supplemental letter, and revising the typical street cross section sheets to accommodate SCVWD comments on the creek channel re-build portion of the project, and preparation of a new grading plan sheet specifically for the creek channel re-build, includes meeting attendance.

Task 3 Prepare Exhibit for Possible VTA Bus Turnout at Curtis Ave.

Coordinate and prepare an exhibit at the request of the City to explore the possibility of constructing a new VTA bus turnout on Curtis Ave, westbound in front of the new KB Home development. Includes coordination with KB Homes engineer and review of VTA standards.

Task 4 Senior Housing / Mid-Penninsula Project Services

Prepare lot line adjustment documents, prepare Vicinity Map exhibit for REA, prepare Tentative Parcel Map for the common interior property line between APN's 022-08-041 and 042 on Main St and the dedication of right-of-way to Main St of a portion of said parcels and prepare a Final Map after the Tentative Parcel Map is approved, prepare Plat and Legal Descriptions for use in the Reciprocal Easement Agreement for the Senior Housing/MidPeninsula site in Milpitas, CA (separate from Tentative Map) along with associated closure calcs, prepare misc easement documents for easements be dedicated on Tentative Map, prepare Plat and Legal Descriptions for Senior Housing site along with associated closure calcs, prepare revisions to easement area for Turning Radius of Fire Trucks.

Task 5 Prepare Striping Transition Exhibit for Project Phasing

TJKM (as sub-consultant to JMH Weiss, Inc.) and JMH Weiss will prepare a striping transition exhibit to accommodate phasing of the project at the Abel St and Corning Ave.

Task 6 Reimbursables

Reimbursable for printing, reproductions, deliveries, and mileage.

EXHIBIT B-9
FEE SCHEDULE

JMH Weiss, Inc.

The Fees for the listed Tasks are as follows:

(CIP Project)

TASK 1: Perform Update to Photometrics Study	\$ 4,800	(8157)
TASK 2: Add'l Geotechnical Services and Creek Design	\$ 4,470	(8157)
TASK 3: VTA Bus Turnout Exhibit	\$ 2,800	(8157)
TASK 4: Senior Housing/Mid-Penninsula Project	\$ 4,070	(8169)
TASK 5: Striping Transition Exhibit	\$ 3,680	(8157)
TASK 6: Reimbursable	\$ 5,000	(8157)

<u>Total Not to Exceed Fee</u>	<u>\$ 24,820</u>
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EXHIBIT B-9 (cont'd)

HOURLY FEE SCHEDULE

JMH Weiss, Inc.

TIME AND MATERIALS FEE SCHEDULE: September 30, 2005 To September 30, 2006

Labor Category

Rate

Office and Professional

Principal	\$225/hr.
Senior Engineer/Surveyor	\$150/hr.
Project Engineer/Planner	\$125/hr.
Assistant Engineer/Planner	\$105/hr.
Senior Technician	\$95/hr.
Technician	\$85/hr.
Administrative Assistant	\$75/hr.
Clerical	\$60/hr.
Office Assistant/Courier	\$50/hr.

Field

Field Work Supervisor	\$120/hr.
2-Man Field Party (including total station)	\$195/hr.
3-Man Field Party (including total station)	\$250/hr.

Other

Overtime Premium	Regular hourly rates plus twenty percent (20%)
Global Positioning System Services (GPS)	Project Specific
Outside Blueprinting	Cost + 10%
Mileage	\$0.49 per mile
Outside Contract Services	Cost, Plus 10%

City of Milpitas, California

BUDGET CHANGE FORM

Type of Change	From		To	
	Account	Amount	Account	Amount
Check one: <input checked="" type="checkbox"/> Budget Appropriation <input type="checkbox"/> Budget Transfer	391-9518157153760	\$25,000	391-951815714800	\$25,000

Explain the reason for the budget change:

On March 25, 2004, the City Council awarded a consultant services agreement to JMH Weiss, Inc. to provide base mapping, utility mapping, and to design street improvements on Abel Street from Weller Lane to Great Mall Parkway to address the appropriate upgrades and additions required to create a boulevard corridor on Abel Street.

Staff recommends that JMH Weiss perform additional professional engineering services to revise the photometric study; perform additional geotechnical services for work in the creek channel; prepare an exhibit for a possible bus turnout on Curtis Ave; prepare mapping and legal documents and exhibits associated with the parcels of land for senior housing project on Main St; prepare a transition striping exhibit for project phasing near the Corning Ave. intersection with Abel St.; attend design coordination meetings; and reimbursables for printing, reproductions, deliveries, and mileage.

Approve budget appropriation for \$25,000 from the County infrastructure escrow account (developer reimbursements) to Abel Street Midtown Improvements, Project No. 8157 for additional professional engineering services.

☒ **Check if City Council Approval required.**

Meeting Date: January 3, 2006

Itemization of funds, if needed:			Amount
Requested by: _____ Division Head: _____ Department Head: _____ Reviewed by: _____ Finance Director: _____ Approved by: _____ City Manager: _____			
Date approved by City Council, if required:			Confirmed by: